



GENERAL INFORMATION **CITY OF FRISCO, TEXAS**

REQUEST FOR PROPOSAL NO. 1306-059 ENTERPRISE DISCOVERY OF ELECTRONIC RECORDS

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***June 12, 2013 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND FIVE HARD COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

**May 30, 2013 by 4:00pm CST
Send to
Purchasing@friscotexas.gov**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Daniel Ford, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545**

**Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO

REQUEST FOR PROPOSAL NO. 1306-059

RFP FOR ENTERPRISE DISCOVERY OF ELECTRONIC RECORDS

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting proposals for Enterprise Discovery of Electronic Records.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

PROPOSALS MUST BE RECEIVED BY JUNE 12, 2013 BEFORE 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on June 12, 2013 at 2:05 PM CST.

Write the request for proposal number, 1306-059, and name of proposal, RFP for Enterprise Discovery of Electronic Records, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful proposer may be required to execute a written contract.

GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flashdrive, and five (5) hard copies of the sealed proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal may be withdrawn after opening time without first submitting a written reason to the

Director of Administrative Services and obtaining the Director of Administrative Services' approval.

10. PRESENTATION OF PROPOSALS: No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. CORRESPONDENCE: The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. PROPOSAL OPENINGS: Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City

Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide products/services, based upon proposal submittal, to any other participant in the Forum.

34. **AUDIT:** The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
36. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
37. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Administrative Services or designated representative.
38. **REMEDIES:** The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. **NO PROHIBITED INTEREST:** The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any

contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (AG, Ins, Ext): 972-555-5555 FAX (AG, Ext): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Insurance Company Name	12345																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMFYOP AGG \$
							\$
	GENTL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N					WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2013

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

PROPOSER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

Public Notification/Advertisement	May 17, 2013	
	May 24, 2013	
Pre-Proposal Meeting	N/A	
Deadline for Submitting Questions	May 30, 2013	4:00PM CST
RFP Responses Due	June 12, 2013	2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.



City of Frisco
Enterprise Discovery of Electronic Records
RFP #1306-059

Introduction

The City of Frisco, Texas is accepting proposals for the purchase of software for Enterprise Discovery of Electronic Records.

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Tollway along SH 121, and covers areas in both Collin and Denton County. The April 1, 2013 population estimate for Frisco is approximately 131,510 and growing at the rate of about 5% annually. The City occupies approximately 71 square miles and has an expected build-out population of roughly 250,000 by the year 2025.

It is the intent of the City of Frisco to establish a mutually beneficial relationship with the selected vendor who is committed to providing solutions to meet all current and future requirements for the City's Enterprise Records Discovery Software. Our City is growing in size and technical expectations, and we require that the successful vendor invest into their product line to ensure functionality, productivity, and technical efficiency of current and future versions. The successful vendor will work closely with designated City personnel to deliver, install, implement, train, warranty and support a total package.

Background

The primary goal for this project is to minimize time spent locating responsive email records. Requests for these records can come from Public Information Requests or through Legal requirements for Civil or Criminal cases. The City Secretary's office processes an average of 2.6 cases and 28 searches per month.

The general steps to respond to a request are as follows:

1. Run a search to locate the initial number of responsive records. This could be a search against ALL email accounts or a particular account or group of accounts.
2. Generate a summary report of initial results.
3. Refine searches and review all search results for responsive records.
4. Send any questionable items to our outside Legal firm or the Attorney General for opinion.
5. Deliver the responsive email items either in a PDF file, PST file or printed copy.

The "average turnaround time" from identification to production depends on the information requested. Smaller search results are processed within a few days, while larger search results can take weeks to review, redact and export the responsive documents. Search results are reviewed for responsiveness and to determine if information that must be withheld due to confidentiality, attorney client privileges, HIPPA or other exceptions.

State regulation mandates that in order to withhold or redact the sensitive data these records must be received by the Attorney General's Office within 10 days of receipt of the initial request outlining what we want to withhold and legal exceptions that apply. Current internal process requires that we submit information that needs to be withheld to our attorneys within 7 days of receipt of the initial request for review and preparation of the documents to send to the Attorney General.

Another goal for this project is to enable the City Secretary to place individual emails on hold. We need this process to be easy to manage and legally defensible.

In future, the City of Frisco also may utilize this software to discover information on network file shares and SharePoint document libraries and lists. Currently this is a manual process.

The City of Frisco is also interested to learn about any other tools that the proposed solution includes to assist with Exchange email expungement, clean up and retention.

Our current Electronic Records Discovery software for email is NearPoint version 4.2 which was originally purchased from Mimosa Systems in 2011. We wish to replace NearPoint with another software application. The City of Frisco uses Microsoft Exchange 2010 but there is a project underway to upgrade to Microsoft Exchange 2013 by October 2013. It currently houses approximately 2.1 terabytes of information and close to 1400 mailboxes. We intend to use the archiving features of Exchange to manage long term email storage and are not interested in purchasing a separate email storage device or system.

Evaluation Criteria

A team of representatives from the City will evaluate the proposals using the criteria listed below in order of importance:

- Conformance with RFP guidelines and submittal requirements
- Responses to Functional Requirements
- Compatibility with the City of Frisco's desired current and future technology architecture, expertise, future strategy and responses to Technical Requirements
- References of similar size and complexity
- Implementation Strategy and Project Plan
- Total cost of ownership over five years
- Compatibility with the City of Frisco's desired terms and conditions

The City may have additional interviews with proposers as necessary, including demonstrations. Reference calls and site visits, if necessary, will occur at this time. The City of Frisco would like to have contracts signed and the project initiated by 11/1/2013.

Required Submittals

Each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The title page shall include the following items:

1. Proposal number, RFP #1306-059
2. Project title (Enterprise Electronic Records Discovery Software)
3. Name of your organization
4. Signature from an officer of your company authorized to bind the organization in contracts

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary (limit to 3 pages in length)

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:

1. Experience with similar projects of relevant scope and size
2. Stability and growth of your organization
3. Product integration necessary to meet our requirements
4. Product development standards, process for enhancements and testing
5. Service to be performed
6. Exceptions to the proposal
7. Understanding of the system requested and differentiating highlights of your proposal

Section 4: Company Background

Provide the following information about your company history:

1. When it was founded
2. Types of software developed and sold
3. Number of active installations of the proposed product
4. Name of parent and subsidiary company(s) or owners, if privately owned, etc.
5. Information about any third party companies involved in the proposal

Section 5: Pricing

The proposer must detail by item the following resources required to operate the proposed system:

1. Hardware required for the proposed system
(Do not include server/database costs unless it is proprietary. An architecture diagram must accompany the proposal.)
2. Software
3. Implementation services
4. Software Annual Maintenance (first year and subsequent years)
5. Training
6. Travel and Per Diem
7. Optional Features

Typically there are 3-5 custodians involved in a typical case. There could be up to 7 concurrent users in the system. We are only looking for software to be used for internal review at this time; no outside review services are required.

Section 6: Implementation

Describe your implementation plan to install the proposed system including the following:

1. Hardware specifications for servers, workstations and peripherals
2. Software components
3. Database specifications and storage requirements
4. Virtualization requirements
5. Project plan with time frames and proposed downtime (if applicable)
6. Consulting hours (cost should be included in pricing section)

Section 7: Training

Describe the training necessary for each level of staff:

- Administrators
- Information Technology/Infrastructure
- Case Managers
- End users

Specify the timing, location of the proposed training and if there is a limit to the number of individuals per class.

Provide a list of training materials included in the price and your strategy for keeping it updated. Include location of any electronic documentation that is available.

Section 8: Maintenance and Support

Provide a brief description of your company's service and support philosophy including the following:

1. Description of help desk services
2. Support hours of operation and location(s)
3. Online Support tools
4. Warranty and/or maintenance agreement
5. Upgrade strategy and frequency
6. Hardware support requirements
7. Estimate of City of Frisco Information Technology staff involvement in day to day support and operations of the proposed system including time estimate
8. Description of System Administration Tools that are available including screen prints if helpful
9. Remote access systems that are required by vendor support staff to access the proposed system (eg webex) for troubleshooting, installation of upgrades, or problem resolution

Section 9: References

The proposer must furnish references for at least five (5) customers for whom they have provided a system within the past four (4) years that closely matches the proposed system in use and size.

Include contact information with name, title, telephone numbers and email addresses (if available).

If a third party provider or partner is included in your implementation, training or support plans, the City also requires references for each company.

Section 10: Required Forms

- a. Supplemental Information – pages 12 and 14 of this RFP.
- b. Affidavit of No Prohibited Interest – page 13 of this RFP.
- c. Conflict of Interest Questionnaire – page 15 of this RFP.
- d. Signature Form – page 26 of this RFP.

Section 11: Functional and Technical Requirements

The proposer must respond to each requirement as listed in the attached Requirements Documentation Worksheet. The proposer shall address the ability to provide for each requirement, and specifically note if exception is taken to the ability to provide that requirement.

Each proposer must indicate their ability to provide a system which meets or exceeds each defined requirement by indicating in the **Response** field using the following guide:

- If the requirement is available currently, type AC.
- If the requirement is planned for a future release, type FR.
- If the requirement is met by a third party, type 3P.
- If the requirement is not available or doesn't apply, type NA.

Include details in the Comments field where additional information is helpful or requested.

#	Functional Requirements (Sections 1-3) and Technical Requirements (Section 4)	Need vs. Want	Response (FR,CR, 3P,NA)	Comments
1.00	Searches and Queries			
1.01	System is capable of searching Exchange using the following criteria:			
1.02	Keyword/Multiple Keyword in subject	Need		
1.03	Keyword/Multiple Keyword in content	Need		
1.04	Keyword/Multiple Keyword in attachments	Need		
1.05	Keyword/Multiple Keyword in subject, content and attachments.	Need		
1.06	Date Received	Need		
1.07	Date Sent	Need		
1.08	User Created	Need		
1.09	Document Type (email, calendar, task)	Need		
1.10	Tags (user defined)	Need		
1.11	Email To,From,CC,BC	Need		
1.12	Email From using "CONTAINS" search method	Need		
1.13	<i>Date Created</i>	<i>Want</i>		
1.14	<i>Date Modified</i>	<i>Want</i>		
1.15	<i>User Last Modified</i>	<i>Want</i>		
1.16	Ability to build queries using AND/OR/NOT functionality to exclude values. Specify detailed Boolean search capability in Comments.	Need		
1.17	<i>Ability to use stemming, wildcards and proximity searching.</i>	<i>Want</i>		
1.18	Ability to search within a search and remove irrelevant results without losing the initial search result.	Need		
1.19	Ability to remove duplicate items from a search by recognizing the same document or email from different information stores. Example: Multiple users in the "To" field, only show once in the search result. Describe the method to remove duplicate information.	Need		
1.20	Ability to place documents on Legal Hold to prevent documents from being changed. Describe this process and how it meets industry standards for preserving records involved in litigation.	Need		
1.21	Ability to update documents within a search result or Case to place on Legal Hold.	Need		
1.22	Ability to tell who creates a search and when it was created.	Need		

1.23	Ability to edit a search once it's been created to generate new results.	Need		
1.24	Ability to organize searches by custom name which may include case name and date.	Need		
1.25	Ability to perform private email searches where other users cannot see the search terms or result. For example, personnel issues.	Need		
1.26	Ability to support key word searching of Adobe Acrobat PDF files.	Need		
1.27	Ability to support key word searching of Microsoft Office 2007, 2010 and 2013 files.	Need		
1.28	<i>Ability to search text in image files.</i>	<i>Want</i>		
1.29	<i>Ability to search different information stores in one query. (Example: Files and Emails)</i>	<i>Want</i>		
1.30	<i>Ability for software to apply automation or analysis to the search result to prioritize responses or weed out "junk".</i>	<i>Want</i>		
1.31	<i>Ability to schedule searches to run at a future date/time.</i>	<i>Want</i>		
2.00	Search Results and Reporting			
2.01	Ability to preview results reports and easily remove items from the list. Describe method in Comments.	Need		
2.02	Ability to narrow down the results list by sorting or filtering information by tag, sender, recipient or document type. Specify the method in the Comments field.	Need		
2.03	Ability to categorize or tag individual documents or groups of documents from a search result. Specify if this tag is visible only in the case, multiple cases and/or Exchange.	Need		
2.04	Ability to globally search and identify tags placed on email or documents in system regardless of search where tags were applied. Example: Junk or HIPAA.	Need		
2.05	Ability to include, rearrange and remove columns/fields in the results list. Specify if this must be performed each time the case is opened and if it is an individual user setting.	Need		
2.06	Ability to have multiple users review a search result or case at the same time.	Need		
2.07	When multiple users are reviewing a search result, ability to tell what has been reviewed/tagged and by who without having to reopen the case or software.	Need		
2.08	Ability to see search terms highlighted in the result view. Describe this process in the Comments.	Need		

2.09	Ability to see search terms highlighted in the email attachment during the search review.	Need		
2.10	Ability to view email file attachment from the search result without having to save a local copy.	Need		
2.11	Ability to easily copy documents from search results to a PST file, network directory, CD or DVD or other removable media.	Need		
2.12	Ability to delete original files/documents from within the search results and have those files removed or set for retention from Exchange. Describe this process in the Comments.	Need		
2.13	Ability to run a report listing counts of tags applied to a case result.	Need		
2.14	Ability to report on corrupted emails and files or errors to have visibility to what is not appearing in the search results which may be responsive.	Need		
2.15	Ability to apply retention to the cases. Describe how cases are removed once retention is met in the Comments.	Need		
2.16	<i>Ability to report on number of pages (email and attachment) in the initial search result for cost estimation.</i>	<i>Want</i>		
2.17	<i>Ability to redact email content in a search result report or export. (Example: Social Security Number or Phone Number)</i>	<i>Want</i>		
2.18	<i>Ability to route search results for update and approval via a workflow process.</i>	<i>Want</i>		
2.19	<i>Ability to run reports on case activity, who worked on a case and when.</i>	<i>Want</i>		
2.20	<i>Ability to track time spent reviewing a case or search by user.</i>	<i>Want</i>		
2.21	<i>System provides standard administrative reports. Include list in proposal.</i>	<i>Want</i>		
3.00	Security			
3.01	Ability for non-IT (Information Technology) personnel to operate software without IT intervention.	Need		
3.02	System can provide a full audit trail of all transactions and provide date/time stamp and User ID. This audit is secured from user edits.	Need		
3.03	<i>System integrates with Active Directory for software authentication.</i>	<i>Want</i>		
3.04	<i>System provides for Secure Sockets Layer (SSL) encryption.</i>	<i>Want</i>		
3.05	<i>Administrators can assign security for named individual and collection of users having the same functional role, department or organizational assignment. Example: City Secretary and Attorney.</i>	<i>Want</i>		

3.06	<i>Security is assignable on user-defined levels based on category or information location. Example: HR and Legal</i>	<i>Want</i>		
3.07	<i>System maintains a log of unauthorized attempts to access the system.</i>	<i>Want</i>		
4.00	Technical Requirements			
4.01	Product utilizes Microsoft SQL 2008 R2 or newer.	Need		
4.02	Product supports the latest Microsoft desktop operating system, including Windows 7 and Windows 8.	Need		
4.03	Web-enabled applications can be accessed using Internet Explorer 9.0 and 10.0.	Need		
4.04	Supports integration with Microsoft Exchange 2010 and 2013.	Need		
4.05	Product operates on Microsoft Windows Server 2008 R2 or 2012 platforms in a high availability environment with redundant servers including database.	Need		
4.06	Product is accessible over a TCP/IP Ethernet network.	Need		
4.07	System ensures referential data integrity, accuracy and completeness.	Need		
4.08	Emails or copies of emails retain original host headers for legal purposes when packaged for distribution.	Need		
4.09	System is architected for on-premise hosting. Attach server architecture diagram and specifications.	Need		
4.10	Describe your implementation plan to duplicate legal holds currently set in the NearPoint archive.	Need		
4.11	<i>System has capability to protect against loss of system data during system failure. Describe these features.</i>	<i>Want</i>		
4.12	<i>Product is able to run in a Hyper-V multi-tenancy virtual server environment. Include the versions supported in the Comments.</i>	<i>Want</i>		
4.13	<i>Product allows for client access over the internet for case review.</i>	<i>Want</i>		
4.14	<i>Product integrates with Office 365. The City of Frisco is not currently utilizing this product.</i>	<i>Want</i>		
	<i>System is capable of supporting queries into the following types of information data storage locations in order to have one place to query all the records. Describe method for linking to these systems.</i>	<i>Want</i>		
4.15	NTFS shares (estimate 4.5 TB)	Want		

4.16	<i>SharePoint 2007 (estimate 400 GB)</i>	<i>Want</i>		
4.17	<i>SharePoint 2013 (not yet implemented)</i>	<i>Want</i>		
4.18	<i>Servers, Desktops, Laptops (estimate 1500 devices)</i>	<i>Want</i>		
4.19	<i>Describe the ability to search other applications that hold records.</i>	<i>Want</i>		



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM RFP# 1306-059 ENTERPRISE DISCOVERY OF ELECTRONIC RECORDS

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____